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DIGEST OF OTHER RECENT VIRGINIA DECISIONS.**Supreme Court of Appeals.**

Note.—In this department we give the syllabus of every case decided by the Virginia Supreme Court of Appeals, except of such cases as are reported in full.

KINCHLOE v. BOUNDS.

Sept. 9, 1915.

[86 S. E. 110.]

1. Specific Performance (§§ 39, 41*)—Contracts Enforceable—Parol Contracts for the Sale of Land.—A parol contract of sale of real estate must, to justify specific performance, be clear and definite in its terms and established by plain and satisfactory proof and the acts of part performance must refer to, result from, or be made in pursuance of, the contract, and must have been so far executed that a refusal of full execution will operate as a fraud and place him in a situation which does not lie in compensation.

[Ed. Note.—For other cases, see Specific Performance, Cent. Dig. § 114-123; Dec. Dig. §§ 39, 41.* 12 Va.-W. Va. Enc. Dig. 624.]

2. Specific Performance (§ 44*)—Contracts Enforceable—Parol Contracts for the Sale of Land.—A parol contract of sale of real estate uncertain only as to price will be specially enforced at the suit of the purchaser where he has fully paid the price as shown by a receipt signed by the vendor and has taken possession in pursuance of the contract, so that all that remains to be done is to invest him with the legal title, as it was the purpose of the vendor to do.

[Ed. Note.—For other cases, see Specific Performance, Cent. Dig. § 126; Dec. Dig. § 44.* 12 Va.-W. Va. Enc. Dig. 624.]

Appeal from Circuit Court, Wise County.

Suit by W. B. Bounds against Nora L. Kinchloe. From a decree for complainant, defendant appeals. Affirmed.

W. S. Mathews and *Jno. W. Chalkley*, both of Big Stone Gap, for appellant.

Bond & Bruce, of Wise, and *W. T. Hudgens*, of Big Stone Gap, for appellee.

LITZ et al. v. ROWE et al.

Sept. 9, 1915.

[86 S. E. 155.]

1. Partition (§ 17*)—Intervention—Law Issue.—Permitting the filing in a suit for partition of a petition, which could have no other

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.